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## **FAX COVER SHEET**

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**TO:** U.S. Patent Office **Fax#:** 703-872-9306  
**FROM:** Reynetta DeVea, PP, PLS, TSC **Client Matter #:** VIGN  
Patent Paralegal  
**DATE:** 08/24/04 **# of Pages:** 60  
**RE:** **Revocations and Powers of Attorney**

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) VIGN1640-1
Applicants N. Isaac Rajkumar, et. al.	
Application Number 10/733,798	Filed 12/11/2003
For METHOD AND SYSTEM FOR AN EXTENSIBLE CACHING FRAMEWORK	
Group Art Unit 2131	Examiner Unknown
Confirmation No. 8984	

OFFICIAL

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Certification Under 37 C.F.R. §1.8	
I hereby certify that this document is being transmitted to COMMISSIONER FOR PATENTS via facsimile on <u>8-24</u> , 2004.	
<u>Regnetta Deveau</u> Signed Name	
<u>Regnetta Deveau</u> Printed Name	

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the attached Assignment filed on May 18, 2004, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

Direct all telephone calls and correspondence to:

Customer No. 44654  
SPRINKLE IP LAW GROUP  
P.O. Box 684767  
Austin, TX 78768-4767  
Attn: Steven Sprinkle

Tel. (512) 637.9220 / Fax (512) 371.9088

I hereby state I am authorized to act on behalf of VIGNETTE CORPORATION.

Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By: [Signature]  
Bryce Johnson, Senior Vice  
President & General Counsel

Form PTO-1595

Attorney Docket No.: VIGN1640-1

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of Conveying party(ies):

N. Isaac Rajkumar  
Puhong You  
David Dean Caldwell  
Brett J. Larsen  
Jamshid Afshar  
Conleth O'Connell

Additional name(s) of conveying party(ies)  
Attached? ☐ Yes ☒ No

## 2. Name and address of receiving Party(ies):

Name: **VIGNETTE CORPORATION**  
**Two Barton Skyway**  
**1601 South MoPac Expressway**  
**Austin, TX 78746**

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of name  
☐ Other:

Execution Date: **April 13-May 18, 2004**

Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) **10/733,798**

B. Patent No.(s)

Additional numbers attached? ☐ Yes : ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed:

Name **Customer No. 25094**  
**Gray Cary Ware & Freidenrich LLP**  
**1221 So. MoPac Expressway**  
**Suite 400**  
**Austin, Texas 78746**

6. Total number of Applications and patents  
Involved: **1**7. Total fee (37 CFR 3.41).... **\$ 40.00**8. ☒ Enclosed

9. ☐ Authorized to charge the recordation fee or any  
underpayment to deposit account No. **50-0456**.  
A duplicate copy of this page is attached.

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## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing  
information is true and correct and any attached  
copy is a true copy of the original document*

  
**Ari G. Akmal**  
**Reg. No. 51,388**

**May 18, 2004**  
**Date**

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Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22312-  
1450 on May 18, 2004.

  
**Laura M. McGuire**

Total number of pages including cover sheet, attachments, and document: **5**

AU4128064.1  
2101905-881641



**ASSIGNMENT**

This Assignment is made by N. Isaac Rajkumar, of Austin, Texas, Puhong You, of Cedar Park, Texas; David Dean Caldwell, of Dripping Springs, Texas; Brett J. Larsen, of Austin, Texas; Jamshid Afshar, of Austin, Texas; and Conleth O'Connell, of Austin, Texas ("Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled **METHOD AND SYSTEM FOR AN EXTENSIBLE CACHING FRAMEWORK**, for which an application for United States Letters Patent was made on December 11, 2003, bearing an application number of 10/733,798; and

WHEREAS, Assignors believe themselves to be the original inventors of the invention including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to **Vignette Corporation** having a principal place of business at **Two Barton Skyway, 1601 South MoPac Expressway, Austin, Texas 78746** (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, said application and any Patents that may be granted for said Invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

ATTORNEY DOCKET  
VIGN1640-1

P=ENT APPLICATION

-2-

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to Issue any Patents granted for said Invention, whether on said application or on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of First Inventor:

N. Isaac Rajkumar

Signature:



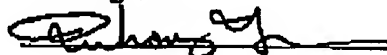
Date:

4/19/04

Name of Additional Inventor:

Puhong You

Signature:



Date:

4/19/04

Name of Additional Inventor:

David Dean Caldwell

Signature:

Date:

Name of Additional Inventor:

Brett J. Larsen

Signature:

Date:

Name of Additional Inventor:

Jamshid Afshar

Signature:



Date:

4/13/04

Name of Additional Inventor:

Coneth O'Connell

Signature:



Date:

4/14/04

ATTORNEY DOCKET  
VIGN1640-1

PATENT APPLICATION

-2-

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Name of First Inventor:

N. Isaac Rajkumar

Signature:

Date:

Name of Additional Inventor:

Puhong You

Signature:

Date:

Name of Additional Inventor:

David Dean Caldwell

Signature:

Date:

Name of Additional Inventor:

Brett J. Larsen

Signature:

Date:

*Brett J. Larsen*  
5-18-04

Name of Additional Inventor:

Jamshid Afshar

Signature:

Date:

Name of Additional Inventor:

Conleth O'Connell

Signature:

Date:

05/18/2004 TUE 11:14 [TX/RX NO 9823]

ATTORNEY DOCKET  
VIGN1640-1

PATENT APPLICATION

-2-

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

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Name of First Inventor: N. Isaac Rajkumar

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor: Puhong You

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor: David Dean Caldwell

Signature: *David Dean Caldwell*Date: 5/18/04

Name of Additional Inventor: Brett J. Larsen

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor: Jamshid Afshar

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

05/18/2004 TUE 13:29 [TX/RX NO 9708]



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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) VIGN1640-2
Applicants <b>Conleth O'Connell, et. al.</b>	
Application Number <b>10/733,742</b>	Filed <b>12/11/2003</b>
For <b>METHOD AND SYSTEM FOR AUTOMATIC CACHE MANAGEMENT</b>	
Group Art Unit <b>2183</b>	Examiner <b>Unknown</b>
Confirmation No. <b>8405</b>	

OFFICIAL

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

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<u>Regnetta DeVean</u> Signed Name	
<u>Regnetta DeVean</u> Printed Name	

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the attached Assignment filed on May 18, 2004, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

Direct all telephone calls and correspondence to:

Customer No. 44654  
**SPRINKLE IP LAW GROUP**  
P.O. Box 684767  
Austin, TX 78768-4767  
Attn: Steven Sprinkle

Tel. (512) 637.9220 / Fax (512) 371.9088

I hereby state I am authorized to act on behalf of VIGNETTE CORPORATION.

Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By: [Signature]  
Bryce Johnson, Senior Vice  
President & General Counsel

Form PTO-1595

Attorney Docket No.: VIGN1640-2

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of Conveying party(ies):

**Conleth O'Connell  
Mark R. Scheevel  
N. Isaac Rajkumar**

Additional name(s) of conveying party(ies)

Attached? ☐ Yes ☒ No

## 2. Name and address of receiving Party(ies):

**Name: VIGNETTE CORPORATION  
Two Barton Skyway  
1601 South MoPac Expressway  
Austin, TX 78746**

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ **Assignment**☐ Security Agreement☐ Other:☐ : Merger☐ : Change of nameExecution Date: **April 23, 2004**

Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) **10/733,742**

B. Patent No.(s)

Additional numbers attached? ☐ Yes : ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed:**Name Customer No. 25094  
Gray Cary Ware & Freidenrich LLP  
1221 So. MoPac Expressway  
Suite 400  
Austin, Texas 78746**6. Total number of Applications and patents  
involved: **1**7. Total fee (37 CFR 3.41).... **\$ 40.00**8. ☒ **Enclosed**9. ☐ Authorized to charge the recordation fee or any  
underpayment to deposit account No. **50-0456**.  
A duplicate copy of this page is attached.**DO NOT USE THIS SPACE**

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing  
information is true and correct and any attached  
copy is a true copy of the original document***Ari G. Akmal  
Reg. No. 51,388****May 18, 2004  
Date****Certificate of Mailing Under 37 C.F.R. 1.8**I hereby certify that this document is being deposited with the U.S.  
Postal Service as First Class Mail in an envelope addressed to:  
Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22312-  
1450 on May 18, 2004.**Laura M. McGuire**Total number of pages including cover sheet, attachments, and document: **3**AUW128013.1  
2101905-991642

**ASSIGNMENT**

This Assignment is made by **Conleth O'Connell**, of **Austin, Texas**, **Mark R. Scheevel**, of **Austin, Texas**; and **N. Isaac Rajkumar**, of **Austin, Texas** ("Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled **METHOD AND SYSTEM FOR AUTOMATIC CACHE MANAGEMENT**, for which an application for United States Letters Patent was made on December 11, 2003, bearing an application number of 10/733,742; and

WHEREAS, Assignors believe themselves to be the original inventors of the invention including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to **Vignette Corporation** having a principal place of business at **Two Barton Skyway, 1601 South MoPac Expressway, Austin, Texas 78746** (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, said application and any Patents that may be granted for said Invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention, whether on said application or on any subsequently filed divisional, continuation, continuation-in-part, re-

Gray Cary\AU\4118341.1  
2101905-991642

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VIGN1640-2

PATENT APPLICATION

-2-

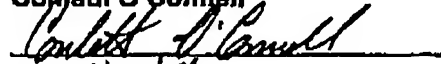
examination, reissue or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of First Inventor:

Conlath O'Connell

Signature:



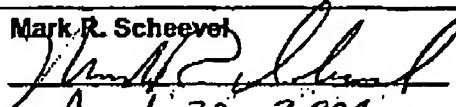
Date:

4/23/04

Name of Second Inventor:

Mark R. Scheevel

Signature:



Date:

April 23, 2004

Name of Third Inventor:

N. Isaac Rajkumar

Signature:



Date:

4/23/04

Gray Cary\AU\4118341.1  
2101905-991642

GRAY CARY WARE &amp; FREDENRICH

401 B STREET, SUITE 2000 SAN DIEGO, CA 92101

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VENDOR ID: cjt

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CHECK NO. 559631

DATE 05/18/04

AMOUNT OF CHECK  
\$40.00

FORTY AND 00/100 U.S. Dollars

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AND TRADEMARK OFFICE*James M. Ware*  
*James M. Ware*  
VOID AFTER 60 DAYS

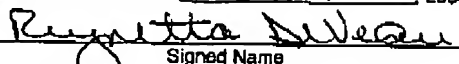
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⑈ 559631⑈ ⑆ 072404786⑆ 2176989081⑈

<b>IN THE UNITED STATES PATENT AND TRADEMARK OFFICE</b>		<b>RECEIVED</b> <b>CENTRAL FAX CENTER</b> <b>AUG 24 2004</b>
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>		Atty. Docket No. (Opt.) <b>VIGN1680-1</b>
Applicants <b>Michael C. Tulkoff, et. al.</b>		<b>OFFICIAL</b>
Application Number <b>10/716,093</b>	Filed <b>11/18/2003</b>	
For <b>METHOD AND SYSTEM FOR MIGRATION OF LEGACY DATA INTO A CONTENT MANAGEMENT SYSTEM</b>		
Group Art Unit <b>2171</b>	Examiner <b>Unknown</b>	
Confirmation No. <b>4856</b>		

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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 Signed Name	
<u>Reynetta Deveau</u> Printed Name	

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STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

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Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By:   
Bryce Johnson, Senior Vice  
President & General Counsel

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AUG 24 2004

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) <b>VIGN1650</b>
Applicants <b>Conleth S. O'Connell, Jr.</b>	
Application Number <b>60/503,523</b>	Filed <b>9/16/2003</b>
For <b>CLIENT-SIDE WEB SERVICE PROVIDER</b>	
Group Art Unit <b>Unknown</b>	Examiner <b>Unknown</b>
Confirmation No. <b>4069</b>	

OFFICIAL

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

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I hereby certify that this document is being transmitted to COMMISSIONER FOR PATENTS via facsimile on <u>8-24</u> , 2004.	
<u>Reynetta Dubeau</u> Signed Name	
<u>Reynetta Dubeau</u> Printed Name	

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the Assignment recorded on December 23, 2003 on Reel/Frame: 014818/0222, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

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Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004By: [Signature]

Bryce Johnson, Senior Vice  
President & General Counsel

<b>IN THE UNITED STATES PATENT AND TRADEMARK OFFICE</b>		<b>RECEIVED</b> <b>CENTRAL FAX CENTER</b>
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>		AUG 24 2004
		Atty. Docket No. (Opt.) VIGN1670-1
Applicants <b>Heeren Pathak, et. al.</b>		
Application Number <b>10/738,818</b>	Filed <b>12/17/2003</b>	
For <b>OBJECT BASED SYSTEM AND METHOD FOR MANAGING INFORMATION</b>		
Group Art Unit <b>2171</b>	Examiner <b>Unknown</b>	
Confirmation No. <b>7813</b>		

**OFFICIAL**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

<u><b>Certification Under 37 C.F.R. 81.8</b></u>	
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JOHN ADAIR  
ARI AKMAL

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Registration No. 51,388

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By: [Signature]  
Bryce Johnson, Senior Vice  
President & General Counsel



Form PTO-1595

Attorney Docket No.: VIGN1670-1

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PATENTS ONLY**

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1. Name of Conveying party(ies):

**Heeren Pathak  
Philip M. Irey IV**Additional name(s) of conveying party(ies)  
Attached? ☐ Yes ☒ No

2. Name and address of receiving Party(ies):

**Name: Vignette Corporation  
1301 S. MoPac Expressway, Suite 100  
Austin, Texas 78746**Additional name(s) & address(es) attached?  
☐ Yes ☒ No

3. Nature of conveyance:

- ☒ **Assignment** ☐ : Merger  
☐ Security Agreement ☐ : Change of name  
☐ Other:

Execution Date: **May 10, 2004; April 21, 2004**

Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

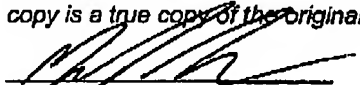
A. Patent Application No.(s) **10/738,818**

B. Patent No.(s)

Additional numbers attached? ☐ Yes : ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed:**Name Customer No. 25094  
Gray Cary Ware & Freidenrich LLP  
1221 So. MoPac Expressway  
Suite 400  
Austin, Texas 78746**6. Total number of Applications and patents  
involved: **1**7. Total fee (37 CFR 3.41).... **\$ 40.00**8. ☒ **Enclosed**9. ☐ Authorized to charge the recordation fee or any  
underpayment to deposit account No. 50-0456.  
A duplicate copy of this page is attached.

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing  
information is true and correct and any attached  
copy is a true copy of the original document*  
**John L. Adair  
Reg. No. 48,828**

Date

**May 13, 2004****Certificate of Mailing Under 37 C.F.R. 1.8**I hereby certify that this document is being deposited with the U.S.  
Postal Service as First Class Mail in an envelope addressed to:  
Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22312-  
1450 on **May 13, 2004**.  
**Carolyn J. Williams**Total number of pages including cover sheet, attachments, and document: **5**

ATTORNEY DOCKET  
VIGN1670-1

TENT APPLICATION

-1-

**ASSIGNMENT**

This Assignment is made by Heeren Pathak, of Woburn, MA and Philip M. Irely IV, of Spotsylvania, VA ("Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled **OBJECT BASED SYSTEM AND METHOD FOR MANAGING INFORMATION**, for which an application for United States Letters Patent was made on **December 17, 2003**, bearing an application number of **10/738,818**; and

WHEREAS, Assignors believe themselves to be the original inventors of the invention including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to **Vignette Corporation** having a principal place of business at **1301 S. MoPac Expressway, Suite 100, Austin, Texas 78746** (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, said application and any Patents that may be granted for said Invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

AU4126124.1  
2101905-881671

ATTORNEY DOCKET  
VIGN1670-1

TENT APPLICATION

-2-

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention, whether on said application or on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of Sole/First Inventor:

Heeren Pathak

Signature:



Date:

5/10/2004

Name of Additional Inventor:

Philip M. Irey IV

Signature:

Date:

AD4126124.1  
2101905-881671

ATTORNEY DOCKET  
VIGN1670-1

TENT APPLICATION

-1-

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AM126124.1  
2101905-881671

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VIGN1670-1

PATENT APPLICATION

-2-

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Name of Sole/First Inventor:

Heeren Pathak

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor:

Phillip M. Ivey IV

Signature:  \_\_\_\_\_

Date: 4/21/2009

AD4126124.1  
2101905-881671

GRAY CARY WARE &amp; FREIDENRICH

401 B STREET, SUITE 2000 SAN DIEGO, CA 92101

CHECK NO.:

558191

INVOICE	DATE	AMOUNT	
4/26/04 21435-1	04-26-04	40.00	2101905-881671 Carolyn Williams
VENDOR ID: cpx			

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

GRAY CARY WARE &amp; FREIDENRICH

401 B STREET, SUITE 2000  
SAN DIEGO, CA 92101-4140CHECKING ACCOUNT  
OFFICE OF THE U.S. PATENT  
AND TRADEMARK OFFICE

CHECK NO. 558191

DATE 04/26/04

AMOUNT OF CHECK  
\$40.00

FORTY AND 00/100 U.S. Dollars

PAY  
TO THE  
ORDER OFDIRECTOR OF THE U.S. PATENT  
AND TRADEMARK OFFICEGRAY CARY WARE & FREIDENRICH  
GENERAL ACCOUNT*Handwritten signature*  
WILL BE VALID FOR 180 DAYS

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 558191⑈ ⑆072404786⑆ 2176989081⑈

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) VIGN1680-1
<div style="text-align: right;"><b>RECEIVED</b></div> <div style="text-align: right;"><b>CENTRAL FAX CENTER</b></div>	
Applicants <b>Heeren Pathak, et. al.</b>	Filed <b>12/17/2003</b>
Application Number <b>10/738,817</b>	<b>AUG 24 2004</b>
For <b>SYSTEMS AND METHODS FOR ANALYZING DATA</b>	
Group Art Unit <b>2857</b>	Examiner <b>Unknown</b>
Confirmation No. <b>7799</b>	

**OFFICIAL**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Certification Under 37 C.F.R. §1.8	
I hereby certify that this document is being transmitted to COMMISSIONER FOR PATENTS via facsimile on <u>8-24</u> , 2004.	
<u>Reynetta Duveau</u> <div style="text-align: center;">Signed Name</div>	
<u>Reynetta Duveau</u> <div style="text-align: center;">Printed Name</div>	

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the attached Assignment filed on May 24, 2004, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

Direct all telephone calls and correspondence to:

Customer No. 44654  
**SPRINKLE IP LAW GROUP**  
P.O. Box 684767  
Austin, TX 78768-4767  
Attn: Steven Sprinkle

Tel. (512) 637.9220 / Fax (512) 371.9088

I hereby state I am authorized to act on behalf of VIGNETTE CORPORATION.

Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By: [Signature]  
Bryce Johnson, Senior Vice  
President & General Counsel

Form PTO-1595

Attorney Docket No.: VIGN1680-1

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Honorable Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of Conveying party(ies):

Heeren Pathak  
Seth H. Hitchings  
Foti Barlos  
Jefferson M. Kommers  
John C. Artz, Jr.

Additional name(s) of conveying party(ies)  
Attached? ☐ Yes ☒ No

## 2. Name and address of receiving Party(ies):

Name: **Vignette Corporation**  
**1301 S. MoPac Expressway, Suite 100**  
**Austin, Texas 78746**

Additional name(s) &amp; address(es) attached?

☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Security Agreement☐ Other:☐ Merger☐ Change of name

Execution Date: 04/12/04; 04/09/04; 04/19/04; 04/21/04; 05/15/04

Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s) 10/738,817

B. Patent No.(s)

Additional numbers attached? ☐ Yes : ☒ No5. Name and address of party to whom  
correspondence concerning document should be  
mailed:

Name **Customer No. 25094**  
**Gray Cary Ware & Freidenrich LLP**  
**1221 So. MoPac Expressway**  
**Suite 400**  
**Austin, Texas 78746**


6. Total number of Applications and patents  
involved: 1

7. Total fee (37 CFR 3.41).... \$ 40.00

8. ☒ Enclosed9. ☐ Authorized to charge the recordation fee or any  
underpayment to deposit account No. 50-0456.  
A duplicate copy of this page is attached.**DO NOT USE THIS SPACE**

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing  
information is true and correct and any attached  
copy is a true copy of the original document

  
John L. Adair  
Reg. No. 48,828

Date

5/24/04

**Certificate of Mailing Under 37 C.F.R. 1.8**

I hereby certify that this document is being deposited with the U.S.  
Postal Service as First Class Mail in an envelope addressed to:  
Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22312-  
1450 on May 24, 2004.

  
Carolyn J. Williams

Total number of pages including cover sheet, attachments, and document: 11

AUW126640.1  
2101905-881681



ATTORNEY DOCKET  
VIGN1680-1

TENT APPLICATION

-1-

ASSIGNMENT

This Assignment is made by Heeren Pathak, of Woburn, MA, Seth H. Hitchings, of Arlington, MA, Foti Barlos, of Winchester, MA, Jefferson M. Kommers, of Somerville, MA, and John C. Artz, Jr., of Newton, MA ("Assignors").

WHEREAS, Assignors have invented a new and useful Invention entitled **SYSTEMS AND METHODS FOR ANALYZING DATA**, for which an application for United States Letters Patent was made on **December 17, 2003**, bearing an application number of **10/738,817**; and

WHEREAS, Assignors believe themselves to be the original inventors of the invention including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention in the United States and throughout the world;

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Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

AU4125861.1  
2101905-881881

ATTORNEY DOCKET  
VIGN1680-1

TENT APPLICATION

-2-

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention, whether on said application or on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of Sole/First Inventor:

Heeren Patrak

Signature:

Date:

12 April 2004

Name of Additional Inventor:

Sean H. Hitchings

Signature:

Date:

Name of Additional Inventor:

Foti Barlos

Signature:

Date:

Name of Additional Inventor:

Jefferson M. Kommers

Signature:

Date:

Name of Additional Inventor:

John C. Artz, Jr.

Signature:

Date:

NO4125861.1  
2101905-881681

ATTORNEY DOCKET  
VIGN1680-1

PATENT APPLICATION

-1-

ASSIGNMENT

This Assignment is made by Heeren Pathak, of Woburn, MA, Seth H. Hitchings, of Arlington, MA, Foti Barlos, of Winchester, MA, Jefferson M. Kommers, of Somerville, MA, and John C. Artz, Jr., of Newton, MA ("Assignors").

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AU4125861.1  
2101905-881681

-2-

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IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of Sole/First Inventor: Heeren Pathak  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: Sean H. Hitchings Seth H. Hitchings  
Signature: *Sean H. Hitchings*  
Date: 4/9/04

Name of Additional Inventor: Foti Barlos  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: Jefferson M. Kommers  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: John C. Artz, Jr.  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

ADM125861.1  
2101905-881681

-1-

ASSIGNMENT

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ADV4125861.1  
2101905-001681

-2-

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Name of Sole/First Inventor: **Heeren Pathak**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: **Sean H. Hitchings**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: **Foti Barlos**  
Signature: *F. Barlos*  
Date: *4/19/04*

Name of Additional Inventor: **Jefferson M. Kommers**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: **John C. Artz, Jr.**  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

ADV125961.1  
2101905-881681

-1-

ASSIGNMENT

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ADV4125861.1  
2101905-881681

-2-

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Name of Additional Inventor: Foti Barlos  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Name of Additional Inventor: Jefferson M. Kommers  
Signature: Jefferson M. Kommers  
Date: 4/24/04

Name of Additional Inventor: John C. Artz, Jr.  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

AD4125861.1  
2101905-881681



ATTORNEY DOCKET  
VIGN1680-1

PATENT APPLICATION

-1-

ASSIGNMENT

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WHEREAS, Assignors believe themselves to be the original inventors of the invention including any and all improvements disclosed in said application ("Invention"); and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said Invention, said application, on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, and any patents, invention registrations or other forms of protection ("Patents") that may be granted for said Invention in the United States and throughout the world;

NOW, THEREFORE, in accordance with the obligations to assign the Invention and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, and transfer to Vignette Corporation having a principal place of business at 1301 S. MoPac Expressway, Suite 100, Austin, Texas 78746 (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said Invention, said application and any Patents that may be granted for said Invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing the Patents in the United States and throughout the world for said Invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said Invention, said application, and any Patents granted for said Invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

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ATTORNEY DOCKET:  
VIGN1680-1

PATENT APPLICATION

-2-

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Patents granted for said Invention, whether on said application or on any subsequently filed divisional, continuation, continuation-in-part, re-examination, reissue or other application, to Assignee, its successors and assigns, as the assignee of the entire interest in said Invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the dates provided below.

Name of Sole/First Inventor:

Heeren Pathak

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor:

Sean H. Hitchings

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor:

Foti Barlos

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor:

Jefferson M. Kommers

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Additional Inventor:

John C. Artz, Jr.

Signature:  \_\_\_\_\_

Date: 5/12/2004

NO4126861.1  
2101905-881681

## GRAY CARY WARE &amp; FREIDENRICH

401 B STREET, SUITE 2000 SAN DIEGO, CA 92101

CHECK NO.:

559658

INVOICE	DATE	AMOUNT	
05/19/04 21435-2	05-19-04	40.00	2101905-881681 Carolyn Willimans

VENDOR ID: cpt

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## GRAY CARY WARE &amp; FREIDENRICH

401 B STREET, SUITE 2000  
SAN DIEGO, CA 92101-4240COMMERCIAL CHECK  
Cartera Bank & Trust, N.A.

CHECK NO. 559658

DATE 05/19/04

AMOUNT OF CHECK  
40.00

FORTY AND 00/100 U.S. Dollar

PAY  
TO THE  
ORDER OFDIRECTOR OF THE U.S. PATENT  
AND TRADEMARK OFFICEGRAY CARY WARE & FREIDENRICH  
GENERAL ACCOUNT*Carolyn Willimans*  
*Student of Pharmacy*

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 559658 ⑆ 072404786 ⑆ 217698908 1 ⑈

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) <b>VIGN1690-1</b>
Applicants <b>Dean Moses, et. al.</b>	
Application Number <b>10/091,513</b>	Filed <b>3/7/2002</b>
For <b>METHOD AND SYSTEM FOR SHARING DIFFERENT WEB COMPONENTS BETWEEN DIFFERENT WEB SITES IN A PORTAL FRAMEWORK</b>	
Group Art Unit <b>2153</b>	Examiner <b>Dinh, Dung C.</b>
Confirmation No. <b>8808</b>	

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AUG 24 2004

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Certification Under 37 C.F.R. §1.8	
I hereby certify that this document is being transmitted to COMMISSIONER FOR PATENTS via facsimile on <u>8-24</u> , 2004.	
<u>Regnetta Deveau</u> Signed Name	
<u>Regnetta Deveau</u> Printed Name	

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the Assignment recorded on March 7, 2002 on Reel/Frame 012694/0304, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

Direct all telephone calls and correspondence to:

Customer No. 44654  
SPRINKLE IP LAW GROUP  
P.O. Box 884767  
Austin, TX 78768-4767  
Attn: Steven Sprinkle

Tel. (512) 637.9220 / Fax (512) 371.9088

I hereby state I am authorized to act on behalf of VIGNETTE CORPORATION.

Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By: [Signature]  
Bryce Johnson, Senior Vice  
President & General Counsel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) <b>VIGN1690-2</b>
Applicants <b>Ed Anuff, et. al.</b>	
Application Number <b>10/145,965</b>	Filed <b>5/16/2002</b>
For <b>GRAPHICAL USER INTERFACE FOR PERFORMING ADMINISTRATION OF WEB COMPONENTS OF WEB SITES IN A PORTAL FRAMEWORK</b>	
Group Art Unit <b>2152</b>	Examiner <b>Unknown</b>
Confirmation No. <b>7575</b>	

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Commissioner for Patents  
P.O. Box 1450  
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<u>Reynette DeLeau</u> Signed Name	
<u>Reynette DeLeau</u> Printed Name	

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the Assignment recorded on May 16, 2002 on Reel/Frame: 012912/0822, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

Direct all telephone calls and correspondence to:

Customer No. 44654  
**SPRINKLE IP LAW GROUP**  
P.O. Box 684767  
Austin, TX 78768-4767  
Attn: Steven Sprinkle  
Tel. (512) 637.9220 / Fax (512) 371.9088

I hereby state I am authorized to act on behalf of VIGNETTE CORPORATION.

Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By: [Signature]  
Bryce Johnson, Senior Vice  
President & General Counsel

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE	
<b>REVOCATION AND POWER OF ATTORNEY AND CHANGE OF MAILING ADDRESS</b>	Atty. Docket No. (Opt.) VIGN1690-3
Applicants <b>Dean Moses, et. al.</b>	<b>RECEIVED</b>
Application Number <b>10/091,486</b>	Filed <b>3/7/2002</b>
For <b>METHOD AND SYSTEM FOR DEPLOYING WEB COMPONENTS BETWEEN PORTALS IN A PORTAL FRAMEWORK</b>	
Group Art Unit <b>2151</b>	Examiner <b>Caldwell, Andrew T.</b>
Confirmation No. <b>9466</b>	

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Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

Certification Under 37 C.F.R. §1.8	
I hereby certify that this document is being transmitted to COMMISSIONER FOR PATENTS via facsimile on <u>8-24</u> , 2004.	
<u><i>Regnetta Deveau</i></u>	Signed Name
<u>Regnetta Deveau</u>	Printed Name

Vignette Corporation, 100% owner of the above-identified patent application, as evidenced by the attached Agreement executed on December 2, 2002, hereby revokes all previous Powers of Attorney and appoints the following attorneys under Customer No. 44654, all of the firm of SPRINKLE IP LAW GROUP, to prosecute the above-identified Patent and to transact all business in the Patent and Trademark Office connected therewith.

STEVEN R. SPRINKLE  
JOHN ADAIR  
ARI AKMAL

Registration No. 40,825  
Registration No. 48,828  
Registration No. 51,388

Direct all telephone calls and correspondence to:

Customer No. 44654  
**SPRINKLE IP LAW GROUP**  
P.O. Box 684767  
Austin, TX 78768-4767  
Attn: Steven Sprinkle  
Tel. (512) 637.9220 / Fax (512) 371.9088

I hereby state I am authorized to act on behalf of VIGNETTE CORPORATION.

Respectfully submitted,

VIGNETTE CORPORATION

Dated: 8/13, 2004

By: *[Signature]*  
Bryce Johnson, Senior Vice  
President & General Counsel

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# Delaware

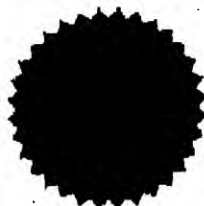
PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ATHENS ACQUISITION CORP.", A DELAWARE CORPORATION,  
WITH AND INTO "EPICENTRIC, INC." UNDER THE NAME OF  
"EPICENTRIC, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN  
THIS OFFICE THE SECOND DAY OF DECEMBER, A.D. 2002, AT 5 O'CLOCK  
P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3596989 8100M

AUTHENTICATION: 2119241

020738320

DATE: 12-02-02

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 05:00 PM 12/02/2002  
020798320 - 3503265

**CERTIFICATE OF MERGER**

**MERGING**

**ATHENS ACQUISITION CORP.**

**WITH AND INTO**

**EPICENTRIC, INC.**

---

Pursuant to Section 252 of the  
General Corporation Law of the State of Delaware

---

**Epicentric, Inc., a California corporation, DOES HEREBY CERTIFY THAT:**

**FIRST:** The name and state of incorporation of each of the constituent corporations participating in the merger herein certified (collectively, the "Constituent Corporations") are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Epicentric, Inc. (" <u>Company</u> ")	California
Athens Acquisition Corp. (" <u>Merger Sub</u> ")	Delaware

**SECOND:** A Merger Agreement, dated as of October 29, 2002, by and between Merger Sub and Company (the "Merger Agreement"), providing for the merger of Merger Sub with and into Company (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations in accordance with subsection (c) of Section 252 of the General Corporation Law of the State of Delaware (the "DGCL").

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THIRD: The Company shall be the surviving corporation of the merger and the name of the surviving corporation in the Merger (the "Surviving Corporation") shall be Epicentric Merger Corp.

FOURTH: The Articles of Incorporation of Surviving Corporation shall be amended and restated as the result of the Merger.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Corporation at The Landmark @ One Market, One Market Street, 7<sup>th</sup> Floor, San Francisco, CA 94105.


SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder or shareholder, as the case may be, of any of the Constituent Corporations.

SEVENTH: The Surviving Corporation (i) agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of the Merger Sub, as well as for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the right of any stockholders as determined in appraisal proceedings pursuant to Section 262 of the DGCL, and (ii) irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such suit or other proceedings. A copy of any such process may be mailed to the parent of the Surviving Corporation at the following address: Vignette Corporation, 1601 S. MoPac Expressway, Austin, Texas 78746, Attention: Bryce Johnson, until the Surviving Corporation shall have hereafter designated in writing to the said Secretary of State a different address for such purposes.

[Signature Page Next]

IN WITNESS WHEREOF, this Certificate of Mergers has been executed on the 2<sup>nd</sup> day of December  
2002.

EPICENTRUM, INC.

By 

Name: Michael Crocco

Title: President

SIGNATURE PAGE TO CERTIFICATE OF MERGERS

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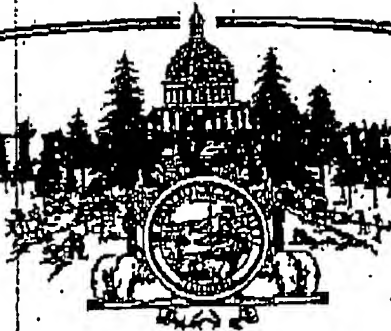
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State of California



SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California,  
hereby certify:

That the attached transcript of 17 page(s) has  
been compared with the record on file in this office, of  
which it purports to be a copy, and that it is full, true  
and correct.

IN WITNESS WHEREOF, I execute this  
certificate and affix the Great Seal of  
the State of California this day of

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Secretary of State

Secretary Form DS-107 (rev. 9/98)

SEP 02 2002

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ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

DEC - 2 2002

BIL JONES, Secretary of State

## AGREEMENT OF MERGER OF

EPICENTRIC, INC.

AND

ATHENS ACQUISITION CORP.

THIS AGREEMENT OF MERGER (this "Agreement"), is made and entered into as of December 2, 2002 by and among Vignette Corporation, a Delaware corporation ("Parent"), Epicentric, Inc., a California corporation (the "Company") and Athens Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub" and, together with the Company, the "Constituent Corporations").

## RECITALS

A. Parent, Merger Sub, the Company, U.S. Bank, N.A., as escrow agent and Cad Nichols as Shareholder Representative have entered into that certain Merger Agreement dated as of October 29, 2002 (the "Merger Agreement"), providing for, among other things, the execution and filing of this Agreement and the merger of Merger Sub with and into the Company upon the terms set forth in the Merger Agreement and this Agreement (the "Merger").

B. The respective Boards of Directors of each of the Constituent Corporations deem it advisable and in the best interests of each of such corporation and their respective shareholders that Merger Sub be merged with and into the Company and, in accordance therewith, have approved this Agreement and the Merger.

C. The Merger Agreement, this Agreement and the Merger have been approved by the shareholders of the Company and by the sole shareholder of Merger Sub.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein and in the Merger Agreement, each of the Constituent Corporations hereby agrees that Merger Sub shall be merged with and into the Company in accordance with the Merger Agreement and the provisions of the laws of the State of California, upon the terms and subject to the conditions set forth as follows:

## ARTICLE I

## THE CONSTITUENT CORPORATIONS

1.1 The Company. The Company is a corporation duly organized and existing under the laws of the State of California with an authorized capital of (i) 70,000,000 shares of Common Stock, of which 13,150,379 shares are issued and outstanding as of the date hereof, and (ii) 31,565,114 shares of Preferred Stock, of which (A) 8,250,000 shares are designated Series A Preferred Stock, all of which are issued and outstanding, (B) 8,990,000 shares are designated Series B Preferred Stock, 8,657,315 of which are issued and outstanding, (C) 4,811,905 shares are designated Series C

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case until their respective successors are duly elected or appointed and qualified in the manner provided in the Articles of Incorporation and Bylaws of the Surviving Corporation and in accordance with applicable law.

**2.6 Consideration to be Issued: Effect on Capital Stock.** At the Effective Time, by virtue of the Merger and without any further action on the part of Parent, Merger Sub, the Company or any Shareholder, all of the outstanding shares of Series A Preferred, Series B Preferred, Series C Preferred, and Series D Preferred (as defined below) shall be converted into the right to receive (as set forth in Section 2.6(b)) (x) cash in the aggregate amount of \$26 million (the "Cash Merger Consideration") less \$150,000 (the "Land Use Reserve"), to be held in reserve to pay certain costs and expenses associated with the Land Use Litigation as defined and set forth in Section 2.12 below, and (y) the Litigation Proceeds (as defined below), if any, resulting from the Land Use Litigation (the Litigation Proceeds together with the Cash Merger Consideration, the "Merger Consideration"). As of the Effective Time of the Merger, each share of Company Capital Stock that is issued and outstanding immediately prior to the Effective Time of the Merger (other than shares, if any, held by persons exercising dissenters' rights in accordance with Chapter 13 of the CCC ("Dissenting Shares") as provided in Section 2.8 below), shall, by virtue of the Merger and without any action on the part of Company shareholders, be converted into the right to receive the Merger Consideration as follows:

(a) Company Preferred Stock.

(i) the Series A Preferred Merger Consideration shall be allocated to each share of Series A Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series A Preferred Merger Consideration and (2) the number of shares of Series A Preferred issued and outstanding immediately prior to the Effective Time,

(ii) the Series B Preferred Merger Consideration shall be allocated to each share of Series B Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series B Preferred Merger Consideration and (2) the number of shares of Series B Preferred issued and outstanding immediately prior to the Effective Time,

(iii) the Series B Preferred Allocation of the Litigation Proceeds shall be allocated pro rata to each share of Series B Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares),

(iv) the Series C Preferred Merger Consideration shall be allocated to each share of Series C Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series C Preferred Merger Consideration and (2) the number of shares of Series C Preferred issued and outstanding immediately prior to the Effective Time,

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(v) the Series C Preferred Allocation of the Litigation Proceeds shall be allocated pro rata to each share of Series C Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares);

(vi) the Series D Preferred Merger Consideration shall be allocated to each share of Series D Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares) in an amount equal to the quotient of (1) the Series D Preferred Merger Consideration and (2) the number of shares of Series D Preferred issued and outstanding immediately prior to the Effective Time; and

(vii) the Series D Preferred Allocation of the Litigation Proceeds shall be allocated pro rata to each share of Series D Preferred issued and outstanding immediately prior to the Effective Time (other than any Dissenting Shares).

(b) As used in this Agreement, the following terms have the following meanings:

(i) "Litigation Proceeds" means, regardless of whether the Land Use Litigation is settled or otherwise concluded prior to, on or subsequent to the Effective Time, any proceeds from, or other amounts paid or payable in connection with, any settlement, conclusion or other resolution of the Land Use Litigation and any amounts remaining in the Land Use Reserve following such settlement, conclusion or other resolution.

(ii) "Series A Preferred Merger Consideration" means six hundred thirty-seven thousand five hundred dollars (\$637,500).

(iii) "Series B Preferred Merger Consideration" means three million three hundred thirty-two thousand six hundred seventy dollars (\$3,332,670).

(iv) "Series B Preferred Allocation" shall mean the right to receive fourteen and fifty-two hundredths percent (14.52%) of the Litigation Proceeds.

(v) "Series C Preferred Merger Consideration" means one million seven hundred sixteen thousand eight hundred and thirty dollars (\$1,716,830).

(vi) "Series C Preferred Allocation" shall mean the right to receive seven and forty-eight hundredths percent (7.48%) of the Litigation Proceeds.

(vii) "Series D Preferred Merger Consideration" means twenty million one hundred and sixty-three thousand dollars (\$20,163,000).

(viii) "Series D Preferred Allocation" shall mean the right to receive seventy-eight percent (78%) of the Litigation Proceeds.

(ix) "Company Capital Stock" shall mean all outstanding shares of the Company's Common Stock (the "Company Common Stock"), all outstanding shares of the Company's Series A Preferred Stock (the "Series A Preferred"), all outstanding shares of the Company's Series B Preferred Stock (the "Series B Preferred"), all outstanding shares of the

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Company's Series C Preferred Stock (the "Series C Preferred"), all outstanding shares of the Company's Series D Preferred Stock (the "Series D Preferred") (the Series A Preferred, Series B Preferred, Series C Preferred and Series D Preferred, are collectively referred to as the "Company Preferred Stock").

(c) Company Common Stock. Each share of Company Common Stock that is issued and outstanding immediately prior to the Effective Time of the Merger (other than any Dissenting Shares) shall, by virtue of the Merger and without any action on the part of Company shareholders, be canceled and extinguished without any consideration.

(d) Treatment of Company Options. Each option to purchase shares of Company Common Stock (a "Company Option") which is outstanding and has not been exercised prior to the Closing Date shall not be assumed by Parent.

(e) Capital Stock of Merger Sub. Each share of common stock, per value 50,001 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one (1) validly issued, fully paid and nonassessable common share of the Surviving Corporation, so that thereafter Parent will be the sole and exclusive owner of all of the issued and outstanding capital stock of the Surviving Corporation.

2.7 Cancellation of Company-Owned Stock. Each share of Company Common Stock or Company Preferred Stock held by Company or any direct or indirect wholly-owned subsidiary of Company immediately prior to the Effective Time shall be canceled and extinguished without any conversion thereof.

#### 2.8 Dissenters' Rights

(a) Notwithstanding anything to the contrary contained in this Agreement, any shares of Company Capital Stock held by a holder who has demanded and perfected dissenters' rights for such shares in accordance with California Law and who, as of the Effective Time, has not effectively withdrawn or lost such dissenters' rights ("Dissenting Shares"), shall not be converted into or represent the right to receive cash in accordance with Section 2.6, and the holder or holders of such shares shall be entitled only to such rights as may be granted to such holder or holders pursuant to Chapter 13 of the CCC; provided, however, that if such holder or holders withdraw or lose such dissenters' rights subsequent to the Effective Time they shall be entitled to receive cash in accordance with Section 2.6.

(b) The Company shall give Parent (i) prompt notice of any demands for purchase of any shares of Company Capital Stock by dissenting shareholders, withdrawals of such demands, and any other instruments served pursuant to California Law and received by Company and (ii) the opportunity to participate in all negotiations and proceedings with dissenting shareholders under California Law. The Company shall not, except with the prior written consent of Parent, voluntarily make any payment with respect to any demands for purchase of the Company Capital Stock by dissenting shareholders or offer to settle or settle any such demands.

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## 2.9 Exchange of Certificates

(a) Exchange Procedures. Parent shall appoint itself as the exchange agent (the "Exchange Agent"). Within ten (10) days after the Effective Time of the Merger, the Exchange Agent shall mail to each holder of record of a certificate or certificates which immediately prior to the Effective Time of the Merger represented outstanding shares of Company Capital Stock (the "Certificates") whose shares are being converted into the Merger Consideration pursuant to Section 2.6 hereof (less any Cash Merger Consideration held in escrow as described in Section 2.10 hereof), (i) a letter of transmittal (which shall specify that delivery shall be effected, and risk of loss and title to the Certificates shall pass, only upon delivery of the Certificates to the Exchange Agent and which shall be in such form and have such other provisions as Parent may reasonably specify) (the "Letter of Transmittal") and (ii) instructions for use in effecting the surrender of the Certificates in exchange for the Merger Consideration (less any Cash Merger Consideration held in escrow as described in Section 2.10 hereof). Upon surrender of a Certificate for cancellation to the Exchange Agent or to such other agent or agents as may be appointed by Parent, together with such letter of transmittal, duly executed, the holder of such Certificate shall be entitled to receive in exchange therefor the amount of cash (less any Cash Merger Consideration held in escrow as described in Section 2.10 hereof) to which the holder of Company Capital Stock is entitled pursuant to Section 2.6 hereof. The Certificate so surrendered shall forthwith be canceled. No interest will accrue or be paid to the holder of any outstanding Company Capital Stock. From and after the Effective Time of the Merger, until surrendered as contemplated by this Section 2.9, each Certificate shall be deemed for all corporate purposes to evidence the amount of cash into which the shares of Company Capital Stock represented by such Certificate have been converted.

(b) No Further Ownership Rights in Capital Stock of Company. The Cash Merger Consideration delivered upon the surrender for exchange of shares of Company Capital Stock in accordance with the terms hereof and the right to receive Litigation Proceeds shall be deemed to have been delivered in full satisfaction of all rights pertaining to such Company Capital Stock. There shall be no further registration of transfers on the stock transfer books of the Surviving Corporation of Company Capital Stock, which were outstanding immediately prior to the Effective Time of the Merger. If, after the Effective Time of the Merger, Certificates are presented to the Surviving Corporation for any reason, they shall be canceled and exchanged as provided in this Section 2.9(b), provided that the presenting holder is listed on Company's shareholder list as a holder of Company Capital Stock.

(c) Required Withholding. Each of the Exchange Agent, Parent and the Surviving Corporation shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable pursuant to this Agreement to any holder or former holder of Company Capital Stock such amounts as may be required to be deducted or withheld therefrom under the Internal Revenue Code of 1986 (the "Code") or state, local or foreign law. To the extent such amounts are so deducted or withheld, such amounts shall be treated for all purposes under this Agreement as having been paid to the person to whom such amounts would otherwise have been paid.

(d) No Liability. Notwithstanding anything to the contrary in this Section 2.9, neither the Exchange Agent, Parent, or the Surviving Corporation shall be liable to a holder of shares of

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Company Capital Stock for any unburnt property paid to a public official pursuant to any applicable abandoned property, escheat or similar law.

(c) No Further Transfer. At the Effective Time, holders of certificates representing shares of Company Capital Stock that were outstanding immediately prior to the Effective Time shall cease to have any rights as shareholders of the Company, and the stock transfer books of the Company shall be closed with respect to all shares of such Company Capital Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Company Capital Stock shall be made on such stock transfer books after the Effective Time. If, after the Effective Time, a valid certificate previously representing any of such shares of Company Capital Stock is presented to the Surviving Corporation or Parent, such stock certificate shall be canceled and shall be exchanged as provided in Section 2.9 hereof.

2.10 Escrow Agreement. The parties hereto agree that ten percent (10%) of the Cash Merger Consideration and seven hundred and fifty thousand dollars (\$750,000) of the Litigation Proceeds received by Parent or Company, if any, (the "Escrow Amount") shall be held in escrow pursuant Section 9 of the Merger Agreement. No Company shareholder shall receive cash held in escrow unless and until permitted under the terms of Section 9 of the Merger Agreement.

2.11 Taking of Necessary Action; Further Action. Parent, Merger Sub and Company shall take all such actions as may be necessary or appropriate in order to effect this Merger as promptly as possible. If, at any time after the Effective Time of the Merger, any further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of Company, the officers and directors of such corporation are fully authorized in the name of the corporation or otherwise to take, and shall take, all such action.

#### 2.12 Land Use Litigation.

(a) At the Effective Time, Parent shall deposit Land Use Reserve to an account to be maintained and controlled by a person or persons (the "Litigation Representative") designated by the Shareholders' Representative to cover costs and expenses associated with the prosecution of that certain litigation matter entitled "Epicentrice, Inc. v. Artier & Hadden, LLP, et al" (the "Land Use Litigation"). Any expenses or liabilities incurred in connection with the Land Use Litigation subsequent to the Effective Time shall be the sole responsibility of the holders of Series B Preferred, Series C Preferred and Series D Preferred immediately prior to Closing; provided, however, that neither the Shareholders' Representative nor the Litigation Representative shall incur costs and expenses in excess of the Land Use Reserve without the prior approval of the shareholders. The Litigation Representative shall be given a power-of-attorney by Parent and Company, if necessary, and such other power and authority as necessary to allow the Litigation Representative, or a designee thereof, to prosecute the Land Use Litigation and to take such other actions as are reasonably necessary in connection therewith. The Litigation Representative shall keep the Shareholders' Representative reasonably apprised of the status of the Land Use Litigation and shall have the authority to settle the Land Use Litigation, subject to the approval of the Shareholders' Representative upon consultation with the shareholders.

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(b) Following the Effective Time, each of Parent and Company shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action and do, or cause to be done, all things necessary, proper or advisable to effect this Section 2.12.

(c) The Litigation Representatives, effective upon their appointment by the Shareholders' Representative, and without further act of Parent, Company or any shareholder, shall be entitled to direct the prosecution of the Land Use Litigation, to retain such persons as required for the prosecution of the Land Use Litigation, to pay costs and expenses incurred in connection with the Land Use Litigation out of the Land Use Reserve, to authorize such other persons as necessary to take action in connection with the prosecution of the Land Use Litigation, and to take all actions necessary or appropriate in the judgment of the Litigation Representatives for the accomplishment of the foregoing; provided, however, if the holders of Series B Preferred, Series C Preferred and Series D Preferred fail to promptly pay any costs or expenses in excess of the Land Use Reserve, then Parent shall not be obligated to continue the Land Use Litigation and the Litigation Representatives shall, upon Parent's request, promptly take any and all required action to dismiss the Land Use Litigation. The Litigation Representatives may be changed by the Shareholders' Representative at any time. The Litigation Representatives shall at all times act in their capacity as Litigation Representatives in a manner that the Litigation Representatives believe to be in the best interest of the holders of Series B Preferred, Series C Preferred and Series D Preferred entitled to receive any Litigation Proceeds; provided, however, that if such holders fail to pay any costs and expenses in excess of the Land Use Reserve, the Litigation Representatives shall promptly, upon Parent's request, take any and all required action to dismiss the Land Use Litigation. The Litigation Representatives may consult with legal counsel and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel or other experts. The Litigation Representatives shall not be liable for any act done or omitted hereunder as Litigation Representatives while acting in good faith and in the exercise of reasonable judgment. In the event that the Litigation Representatives are current or former officers of Company, their indemnification agreements in effect with Company shall apply to their services performed as Litigation Representatives. In addition, the holders of Series B Preferred, Series C Preferred and Series D Preferred shall severally (but not jointly) indemnify the Litigation Representatives and hold the Litigation Representatives harmless against any loss, liability or expense incurred without negligence or bad faith on the part of the Litigation Representatives and arising out of or in connection with the acceptance or administration of the Litigation Representatives' duties pursuant to this Section 2.12, including the reasonable fees and expenses of any legal counsel retained by the Litigation Representatives; provided, however, that in no event shall any such holder be liable under any circumstance for an amount in excess of any Merger Consideration actually received by such holder.

#### ARTICLE III MISCELLANEOUS

3.1 Termination by Mutual Agreement. Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and the Company, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Board of Directors of Merger Sub and the Company.

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3.2 Termination of Merger Agreement. Notwithstanding the approval of this Agreement by the shareholders of Merger Sub and the Company, this Agreement shall terminate forthwith in the event that the Merger Agreement shall be terminated prior to the Effective Time as therein provided.

3.3 Amendment. Prior to the Effective Time, this Agreement may be amended by the parties hereto at any time before or after approval hereof by the shareholders of either Merger Sub or the Company, but, after any such approval, no amendment will be made which, under the applicable provisions of California law, requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties herein.

3.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement.

3.5 Governing Law. This Agreement shall be governed in all respects, including validity, interpretation and effect by the laws of the State of California.

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NO. 086 0012

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

EPCENTRIC, INC.

By: 

Name: Michael Croso

Title: President and Chief Executive Officer

By: 

Name: Cynthia Parks

Title: Secretary

VIGNETTE CORPORATION

By: \_\_\_\_\_

Name: Tom Hogan

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Bryce Johnson

Title: Secretary

ATHENS ACQUISITION CORP.

By: \_\_\_\_\_

Name: Tom Hogan

Title: President

By: \_\_\_\_\_

Name: Bryce Johnson

Title: Secretary

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NO.086

0013

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first  
above written.

EPICENTRIC, INC.

By: \_\_\_\_\_

Name: Michael Croano

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Cynthia Parks

Title: Secretary

VIGNETTE CORPORATION

By: \_\_\_\_\_

Name: Tom Hogan

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Bryce Johnson

Title: Secretary

ATHENS ACQUISITION CORP.

By: \_\_\_\_\_

Name: Tom Hogan

Title: President

By: \_\_\_\_\_

Name: Bryce Johnson

Title: Secretary

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NO. 006

D214

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

## EPICENTRIC, INC.

By: \_\_\_\_\_

Name: Michael Cremo

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Cynthia Parks

Title: Secretary

## VIGNETTE CORPORATION

By: \_\_\_\_\_

Name: Tom Hogan

Title: President and Chief Executive Officer

By: \_\_\_\_\_

Name: Bryce Johnson

Title: Secretary

## ATHENS ACQUISITION CORP.

By: \_\_\_\_\_

Name: Tom Hogan

Title: President

By: \_\_\_\_\_

Name: Bryce Johnson

Title: Secretary

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**ANNEX****AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
EPICENTRIC, INC.  
(a California corporation)****ARTICLE I**

The name of this corporation is Epicentric Merger Corp.

**ARTICLE II**

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

**ARTICLE III**

The name and address in the State of California of this corporation's initial agent for service of process is:

not applicable

**ARTICLE IV**

This corporation is authorized to issue one class of shares of stock to be designated Common Stock, with a par value of \$0.001 per share. The total number of shares which this corporation is authorized to issue is 1000 shares.

**ARTICLE V**

- (A) The liability of directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.
- (B) This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporation Code) to the fullest extent permissible under California law.
- (C) Any amendment or repeal or modification of the foregoing provisions of this Article V shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

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NO. 086 0816

CERTIFICATE OF APPROVAL OF  
AGREEMENT OF MERGER OF  
EPICENTRIC, INC.  
AND  
ATHENS ACQUISITION CORP.

We, the undersigned officers of Athens Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Merger Sub"), state and certify that:

1. We are the duly elected or appointed, qualified and acting President and Secretary, respectively, of Merger Sub.
2. The Agreement of Merger in the form attached was approved by the Board of Directors and by the sole stockholder of Merger Sub.
3. The total number of outstanding shares of Merger Sub entitled to vote on the Agreement of Merger was 1,000 shares of common stock, par value \$1.00 per share (the "Common Stock").
4. The stockholder percentage of vote required for the aforesaid approval was in excess of 50% of the outstanding shares of Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the consent of Merger Sub's sole stockholder, holding 100% of Merger Sub's outstanding Common Stock, which vote exceeded the vote required.

On the date set forth below, we do hereby declare under penalty of perjury under the laws of the State of California that we have signed the foregoing certificate in the official capacity set forth beneath our respective signatures, and that the statements set forth in said certificate are true and correct to our own knowledge.

Dated: 12/2, 2002

  
Tom Hogan, President

  
Bryce Johnson, Secretary

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NO. 086 DB17

CERTIFICATE OF APPROVAL OF  
AGREEMENT OF MERGER OF  
EPICENTRIC, INC.  
AND  
ATHENS ACQUISITION CORP.


We, the undersigned officers of Athens Acquisition Corp., a corporation organized and existing under the laws of the State of Delaware ("Merger Sub"), state and certify that:

1. We are the duly elected or appointed, qualified and acting President and Secretary, respectively, of Merger Sub.
2. The Agreement of Merger in the form attached was approved by the Board of Directors and by the sole stockholder of Merger Sub.
3. The total number of outstanding shares of Merger Sub entitled to vote on the Agreement of Merger was 1,000 shares of common stock, per value \$1.00 per share (the "Common Stock").
4. The stockholder percentage of vote required for the aforesaid approval was in excess of 50% of the outstanding shares of Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the consent of Merger Sub's sole stockholder, holding 100% of Merger Sub's outstanding Common Stock, which vote exceeded the vote required.

On the date set forth below, we do hereby declare under penalty of perjury under the laws of the State of California that we have signed the foregoing certificate in the official capacity set forth beneath our respective signatures, and that the statements set forth in said certificate are true and correct to our own knowledge.

Dated: 12/2 2002

\_\_\_\_\_  
Tom Hogan, President

  
\_\_\_\_\_  
Bryce Johnson, Secretary

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NO.086 0818

**CERTIFICATE OF APPROVAL OF  
AGREEMENT OF MERGER OF  
EPICENTRIC, INC.  
AND  
ATHENS ACQUISITION CORP.**

We, the undersigned officers of Epicentric, Inc., a corporation organized and existing under the laws of the State of California ("Company"), state and certify that:

1. We are the duly elected or appointed, qualified and acting President and Secretary, respectively, of Company.
2. The Agreement of Merger in the form attached was approved by the Board of Directors and shareholders of the Company.
3. The total number of outstanding shares of Company entitled to vote on the Agreement of Merger was 13,150,379 shares of common stock (the "Common Stock") and 30,691,277 shares of preferred stock (the "Preferred Stock"), which includes 4,250,000 shares of Series A Preferred Stock (the "Series A Preferred Stock"), 8,657,315 shares of Series B Preferred Stock (the "Series B Preferred Stock"), 4,739,955 shares of Series C Preferred Stock (the "Series C Preferred Stock") and 13,024,007 shares of Series D Preferred Stock (the "Series D Preferred Stock").
4. The stockholder percentage of vote required for the aforesaid approval was in excess of (a) 50% of the shares of Preferred Stock, voting together as a single class, (b) 50% of the shares of Preferred Stock, voting together as a single class and on an as converted basis, (c) 50% of the shares of Series D Preferred Stock, voting as a single class, and (d) 50% of the shares of Common Stock.
5. The principal terms of the Agreement of Merger in the form attached were approved by the shareholders of the Company by a vote of the number of shares of Preferred Stock, Series D Preferred Stock, and Common Stock, voting as separate classes, which equaled or exceeded the vote required.

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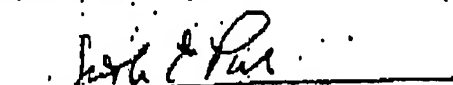
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On the date set forth below, we do hereby declare under penalty of perjury under the laws of the State of California that we have signed the foregoing certificate in the official capacity set forth beneath our respective signatures and that the statements set forth in said certificate are true and correct to our own knowledge.

Dated: 12/2, 2002

  
Michael Croano, President

  
Cynthia Parks, Secretary

SIGNATURE PAGE TO CERTIFICATE OF APPROVAL OF AGREEMENT OF MERGER

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